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BK 7893 PG 962

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/24/2021 11:21:00 AM
FEE \$40.00 Pgs: 5
DEP eCASH REC'D FOR MOUNTAIN VIEW TITLE

Return To: Loan Administration, Banner
Capital Bank, 4007 Greenway Street,
Cheyenne, WY 82001

Prepared By: Loan Administration, Banner
Capital Bank, 4007 Greenway Street,
Cheyenne, WY 82001

188128

09-417-0102

Space Above This Line For Recording Data

Tax Serial Number:

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is November 23, 2021. The parties and their addresses are:

GRANTOR:

MATTHEW A GERTGE
Spouse of Tianna Gertge
2238 N Church Street
Layton, UT 84040

TIANNA GERTGE
Spouse of Matthew A Gertge
2238 N Church Street
Layton, UT 84040

TRUSTEE:

BANNER CAPITAL BANK
a Nebraska Corporation
4007 Greenway Street
Cheyenne, WY 82001

LENDER:

BANNER CAPITAL BANK
Organized and existing under the laws of Nebraska
4007 Greenway Street
Cheyenne, WY 82001

1. BACKGROUND. Grantor and Lender entered into a security instrument dated December 22, 2020 and recorded on December 23, 2020 (Security Instrument). The Security Instrument was recorded in the records of Davis County, Utah at Book 7663 Page 4038-4046 and covered the following described Property:

All of Lot 102, Shepherd's Ridge Subdivision, Layton City, Davis County, Utah, According to the official plat thereof.

The property is located in Davis County at 2238 North Church Street, Layton, Utah 84040.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated December 22, 2020, from Matthew A Gertge (Borrower) to Lender, with a modified maximum credit limit of \$1,100,000.00 and maturing on December 22, 2025.

(b) Future Advances. All future advances from Lender to Matthew A Gertge under the Specific Debts executed by Matthew A Gertge in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Matthew A Gertge either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Matthew A Gertge to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act

(Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

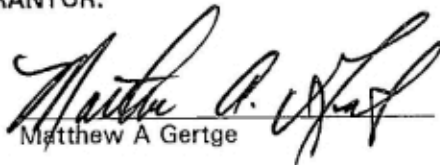
(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

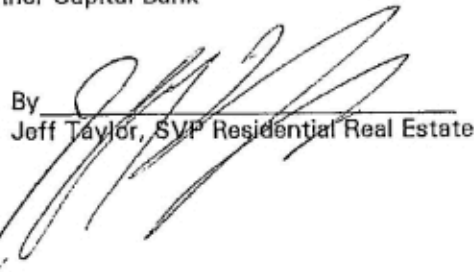
GRANTOR:


Matthew A Gertge


Tianna Gertge

LENDER:

Banner Capital Bank

By 
Jeff Taylor, SVP Residential Real Estate

ACKNOWLEDGMENT.

STATE OF UTAH, OF ss.

On this 22nd day of December in the year 2020, before me, Stephanie Harris, a Notary Public, personally appeared Matthew A Gertge, spouse of Tianna Gertge, and Tianna Gertge, spouse of Matthew A Gertge, known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in this document, and acknowledged to me that he, she or they executed the same.

Stephanie Harris (Seal)
(Notary Public)

My commission expires: 2-5-23

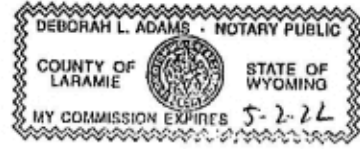


(Lender Acknowledgment)

STATE OF ^{Wyoming} ~~UTAH~~, OF ss. County of Laramie.

On this 22nd day of December in the year 2020, before me, Deborah Adams, a Notary Public, personally appeared Jeff Taylor as SVP Residential Real Estate of Banner Capital Bank personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to in this document, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the document, the individual(s), or the person or the entity upon behalf of which the individual(s) acted, executed the document.

Deborah Adams (Seal)
(Notary Public)



My commission expires: 5-2-22